Case 20-12465-JKS Doc 929 Filed 02/15/22 Entered 02/15/22 15:47:38 Desc Main Document Page 1 of 6

Jasco Recovery Services LLC

P.O. Box 324 Tuckahoe, NY 10707 Tel. (914) 961-9797

February 9, 2022

Honorable John K. Sherwood United States Bankruptcy Court District of New Jersey 50 Walnut Street, #3017 Newark, New Jersey 07102



Re: CH 11 20-12465 Hajjar Business Holdings LLC Case No. 20-12540 Case No. 20-12474

Dear Honorable John K. Sherwood:

I am the assignee of MG's Lawn Green, Inc., in the above referenced cases. I object to the request to expunge Jasco Recovery Services LLC claim against HMOB of Mount Kisco Owner LLC.

Enclosed is the contract between MG's Lawn Green Inc., and HMOB of Mount Kisco LLC which includes the signature page signed by John Hajjar as manager/managing member of HMOB of Mount Kisco LLC. Mr. Hajjar signed as an officer of this entity, not Regent Medical Properties LLC.

Finally, enclosed is a copy of a check from Hajjar Medical Office Building of Mount Kisco LLC, made payable to MG's Lawn Green, Inc. This check is signed by John Hajjar, manager/managing member of this entity. MG's Lawn Green, Inc., when they were paid, were paid by HMOB of Mount Kisco, not Regent Medical Properties.

I respectfully request debtors request to expunge Jasco Recovery Services LLC claim be denied. HMOB of Mount Kisco LLC owes money to Jasco Recovery Services LLC/MG's Lawn Green, Inc., not Regent Medical Properties.

Sincerely,

Andrew Burt

Document Page 2 of 6

LAWN

www.LawngreenNY.com

August 31, 2018

Attn: Mr. Darren McDonald HHOB of Mount Kisco, LLC c/o Regent Medical Property 85 Harristown Road Glen Rock NJ 07452



Estimate: 3594

Service at 103-105 South Bedford Road Mount Kisco, NY 10549

Snow Plowing Per Occurrence 2018-2019 for HHOB of Mount Kisco, LLC. c/o Regent Medical Property 85 Harristown Rd, Glen Rock, NJ 07452.

Dear Mr. McDonald,

It is agreed that MG's Lawn Green, Inc. will provide snow plow operations for HMOB of Mount Kisco NY. c/o Regent Medical Property 103-105 South Bedford Road Mount Kisco NY. It is also agreed that the sidewalk, walkways, parking lots and drives will be cleared of snow and salt will be applied during the snow season. Parking spaces will be cleared during the snowstorm and once the lot is cleared, we will return to clean up the snow remaining and salt. If conditions change the HMOB of Mount Kisco NY c/o Regent Medical Property manager Jon Green should call for a return visit to let us know that additional services are needed. During the hours of 8am-430pm Jon Green, facility manager of 103-105 South Bedford Road, Mount Kisco will be responsible throughout the day, before and after a service from MG's Lawn Green Inc. to keep the walks, stairs, entrances & ramps to building clear of snow and he will apply deicer products with a spreader supplied by HMOB of Mount Kisco NY c/o Regent Medical Properties. If conditions become unsafe Jon Green, manager of Regent Medical will call MG's Lawn Green Inc. for additional snow services. Communication before, after and during the storm will take place between both MG's Lawn Green, Inc. and Jon Green, manager of HMOB of Mount Kisco NY c/o Regent Medical Properties to maintain a safe environment for 103-105 South Bedford Road, Mount Kisco NY.

Snow Plowing contract for per occurrence presented to HMOB of Mount Kisco LLC, c/o Regent Medical will be billed after each occurrence and payment will be paid within 15 days of receipt. In order to service per occurrence pricing we would like to add sufficient funds of \$8000.00 to start and we will deduct payment from your account every time we plow, shovel or salt, when the account becomes low we will bill you another \$8000.00 to replenish the account. This replenishment point can also be adjusted to work for the landscape maintenance season. If payment is not received, we will notify you and service will be terminated and MG's Lawn Green will not be responsible for any liability for snow services if payments are not paid in 15 days of receipt. Per Occurrence pricing is each time we plow, shovel or salt.

The initial payment before the season begins: \$8000.00 along with a signed contract due now.

Snow Plowing Per Occurrence (each time we plow, apply salt and shovel) each storm will be

verified through Weather Works Service (certified meteorologist records)

Shovel walks less than 1"of snow, \$360.00/occurrence

Snow Clearing/walks 1.1"-3" of snow, \$460.00/occurrence

Snow Clearing /walks 3.1" -6" of snow \$560.00/occurrence

Snow Clearing/walks 6.1"-8" of snow \$660.00/occurrence

Snow Clearing/walks 8.1"-10" of snow \$760.00/occurrence

Snow Clearing/walks 10.1"-12" of snow \$860.00/occurrence

Snow Clearing /walks (over 12.1" of snow \$960.00/occurrence

Snow Plowing less than 1" of snow, plowing parking lots & drives \$575.00/occurrence

Snow 1.1"-3" of snow plowing parking lots & drives \$775.00/occurrence

Snow 3.1"-6" of snow plowing parking lots & drives \$975.00/occurrence

Snow 6.1"-8" of snow plowing parking lots & drives \$1275.00/occurrence

Snow 8.1"-10" of snow plowing parking lots & drives \$1875.00/occurrence

Snow 10.1"-12" of snow plowing parking lots & drives \$1975.00/occurrence

Snow Plowing excessive snow fall over 12.1" of snow \$100.00 per inch over 12" per visit + the over 12" price of \$1975.00 per occurrence.

Salting walks & stairs \$360.00/occurrence (ice management)

Salting parking lots \$685.00/occurrence (ice management)

Salting partial lots driving lanes, entrances and exits \$485.00/occurrence (ice management)

Dump Truck with operator\$\$185.00/per hour

Front end loader with 10" snow pusher \$275.00/hour (4 hr min.)

snow PLOWING LIABILITIES: SNOW PLOWING LIABILITIES: M.G.'s Lawn Green Inc. is not liable for any dangerous or icy conditions that exist between services or before service has commenced. It is the customer's responsibility to call for additional service to maintain a safe environment HMOB of Mount Kisco LLC c/o Regent Medical Properties hereby agrees to indemnify and hold harmless M.G.'s Lawn Green Inc. from and against any and all damage and/or liability arising out of any incident that occurs either before the contractor performs its duties under the contract or after the contractor as left the premises. The property owner is responsible to monitor the premises, keep clean and apply salt to keep it safe and to request additional services from the contractor to remedy any snow or ice conditions, that has may occurred.

SALT: M.G.'s Lawn Green Inc. is not responsible for any unforeseen salt price increases due to salt shortages. The difference (and only the difference) in excessive price increases, not minor increases, will be charged back to the customer. In the event salt is unavailable due to shortages or restrictions M.G.'s Lawn Green Inc. is not responsible for slippery/icy conditions but will make every attempt possible to keep the property safe.

Per Occurrence Snow Plowing: Service for HMOB of Mount Kisco LLC c/o Regent Medical Property LLC. has agreed that M.G.'s Lawn Green Inc. will provide snow plowing services for the above listed property. It is also agreed that all sidewalks, walkways, drives, and parking lots will be cleared of snow. Vacant parking spaces will be cleared of snow (MG's Lawn Green is not responsible for snow between cars, will be plowed when the parking lot is vacant). Salt will be applied to all plowed or shoveled. Snow clearing will commence when an accumulation reaches 2" of snow or greater and salt applied when icy or slippery. If there is icy or slippery conditions under 2 inches, we will come out and salt the parking lots & apply calcium to the walks. HMOB of Mount Kisco LLC c/o Regent Medical Property LLC. is responsible to monitor the premises and contact the MG's Lawn Green Inc., if any dangerous conditions exist between storms or after a service is completed, for a return visit to maintain a safe environment.

Case 20-12465-JKS Doc 929 Filed 02/15/22 Entered 02/15/22 15:47:38 Desc Main Document Page 4 of 6

Removal of snow from designated snow placement areas is an additional charge, front end loader service is available, and prices will depend upon demand.

If you wish to proceed with this work please sign on the space below and return to us. Thank you.

Mark A. DiFabio

President

MG's Lawn Green INC.

If you wish to proceed with all above work, please sign on the space provided below and return to us.

Approved and Accepted by: ___

HMOB of Mount Kisco LLC c/o

Regent Medical Property

Contractor: Mark Difable

Date: 8/31/18

DATE: 01/22/201920 12/465-1KS 1aw Doc 929 *** Filed 02/15/22 Entered 02/15/22 15:47:38 Desc Main Document Page 5 of 6

Amount Description Invoice - Date Property Address - Code 295.28 Majjar Medical Office Building of 758578 - 09/24/2018 1,508.62 Hajjar Medical Office Building of 760069 - 12/13/2018 268.44 Silver Lawn Hajjar Medical Office Building of 760150 - 12/04/2018 4,998.31 Hajjar Medical Office Building of 760193 - 01/20/2019 Snow Removal 7,070.65

DATE:01/29/2019 CK#:2336 TOTAL:\$7,070.65*** BANK:VNB - Mt Kisco(vnb14)
PAYEE:MG's Lawn Green, Inc(mgslaw)

Property Address - Code	Invoice - Date	Description	Amount
Hajjar Medical Office Building of	760069 - 12/13/2018 760150 - 12/04/2018	Silver Lawn Snow Removal	295.28 1,508.62 268.44 4,998.31

Hajjar Medical Office Building of Mt. Kisco, LLC 85 Harristown Road Glen Rock, NJ 07452

Valley National Bank 200 Black Oak Ridge Road Wayne, NJ 07470 2336

55-138-212

01/29/2019

\$7,070.65***

MG's Lawn Green, Inc

**** SEVEN THOUSAND SEVENTY AND 65/100 DOLLARS

85 Woodland Road Pleasantville, NY 10570 The of designing

P.O..Box 324 Tuckahoe, NY 10707

U.S. SARARUPTOY COUNT FILED MEMORERY

2022 FEB // Paos

JEANNE A. M. J. J. J. J.

Newark, New Jersey 07102

DEPUTY CLOPER

7021 0350 0002 2990 2714 50 Walnut Street, #3017 District of New Jersey United States Bankruptcy Court Honorable John K. Sherwood



TOO COUNTRY OF THE

